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10 UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT

12 FOR THE CENTRAL DISTRICT OF CALIFORNIA

13 UNITED STATES OF AMERICA,

14 Plaintiff,

15 v.

16 DAVID LISANDRO PEREZ FIGUEROA,

17 Defendant.

No. CR 23-635-JFW

PLEA AGREEMENT FOR DEFENDANT DAVID
LISANDRO PEREZ FIGUEROA

18
19 1. This constitutes the plea agreement between DAVID LISANDRO
20 PEREZ FIGUEROA ("defendant") and the United States Attorney's Office
21 for the Central District of California (the "USAO") in the above-
22 captioned case. This agreement is limited to the USAO and cannot
23 bind any other federal, state, local, or foreign prosecuting,
24 enforcement, administrative, or regulatory authorities.

25 DEFENDANT'S OBLIGATIONS

26 2. Defendant agrees to:

27 a. At the earliest opportunity requested by the USAO and
28 provided by the Court, appear and plead guilty to counts 1 and 2 of

1 the indictment in United States v. DAVID LISANDRO PEREZ FIGUEROA, CR
2 No. 23-635-JFW, which charge defendant with Production and
3 Distribution of Child Pornography, in violation of 18 U.S.C.
4 §§ 2251(a), (e) and 2252A(a)(2)(A), respectively.

5 b. Not contest facts agreed to in this agreement.

6 c. Abide by all agreements regarding sentencing contained
7 in this agreement.

8 d. Appear for all court appearances, surrender as ordered
9 for service of sentence, obey all conditions of any bond, and obey
10 any other ongoing court order in this matter.

11 e. Not commit any crime; however, offenses that would be
12 excluded for sentencing purposes under United States Sentencing
13 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
14 within the scope of this agreement.

15 f. Be truthful at all times with the United States
16 Probation and Pretrial Services Office and the Court.

17 g. Pay the applicable special assessments at or before
18 the time of sentencing unless defendant has demonstrated a lack of
19 ability to pay such assessments.

20 h. Make restitution at or before the time of sentencing
21 by delivering a certified check or money order to the Fiscal Clerk of
22 the Court to be held until the date of sentencing and, thereafter,
23 applied to satisfy defendant's restitution and/or fine balance.

24 i. Authorize the USAO to obtain a credit report
25 immediately upon defendant's entry of a guilty plea.

26 j. Consent to the USAO inspecting and copying all of
27 defendant's financial documents and financial information held by the
28 United States Probation and Pretrial Services Office.

1 k. Complete the Financial Disclosure Statement on a form
2 provided by the USAO and, within 30 days of defendant's entry of a
3 guilty plea, deliver the signed and dated statement, along with all
4 of the documents requested therein, to the USAO by either email at
5 usacac.FinLit@usdoj.gov or mail to the USAO Financial Litigation
6 Section at 300 N. Los Angeles St., Suite 7516, Los Angeles, CA 90012.

7 l. Agree to and not oppose the imposition of a lifetime
8 period of supervise release under the following conditions of
9 supervised release:

10 i. Defendant shall register as a sex offender, and
11 keep the registration current, in each jurisdiction where he resides,
12 where he is an employee, and where he is a student, to the extent the
13 registration procedures have been established in each jurisdiction.
14 When registering for the first time, defendant shall also register in
15 the jurisdiction in which the conviction occurred if different from
16 his jurisdiction of residence. Defendant shall provide proof of
17 registration to the Probation Officer within three days of placement
18 on probation/release from imprisonment.

19 ii. Defendant shall participate in a psychological
20 counseling and/or psychiatric treatment and/or a sex offender
21 treatment program, which may include inpatient treatment, upon order
22 of the Court, as approved and directed by the Probation Officer.
23 Defendant shall abide by all rules, requirements, and conditions of
24 such program, including submission to risk assessment evaluations and
25 physiological testing, such as polygraph and Abel testing. The
26 Probation Officer shall disclose the presentence report and/or any
27 previous mental health evaluations or reports to the treatment
28 provider.

1 iii. As directed by the Probation Officer, defendant
2 shall pay all or part of the costs of treating defendant's
3 psychological/psychiatric disorder(s) to the aftercare contractor
4 during the period of community supervision, pursuant to 18 U.S.C. §
5 3672. Defendant shall provide payment and proof of payment as
6 directed by the Probation Officer.

7 iv. Defendant shall not view or possess any
8 materials, including pictures, photographs, books, writings,
9 drawings, videos, or video games depicting and/or describing child
10 pornography, as defined at 18 U.S.C. § 2256(8), or sexually explicit
11 conduct, as defined at 18 U.S.C. § 2256(2). This condition does not
12 prohibit defendant from possessing materials solely because they are
13 necessary to, and used for, a collateral attack, nor does it prohibit
14 him/her from possessing materials prepared and used for the purposes
15 of his/her Court-mandated sex offender treatment, when defendant's
16 treatment provider or the probation officer has approved of his/her
17 possession of the materials in advance.

18 v. Defendant shall not associate or have verbal,
19 written, telephonic, or electronic communication with any person
20 under the age of 18, except: (a) in the presence of the parent or
21 legal guardian of said minor; and (b) on the condition that defendant
22 notify said parent or legal guardian of his/her conviction in the
23 instant offense/prior offense. This provision does not encompass
24 persons under the age of 18, such as waiters, cashiers, ticket
25 vendors, etc., whom defendant must interact with in order to obtain
26 ordinary and usual commercial services.

27 vi. Defendant shall not frequent, or loiter, within
28 100 feet of school yards, parks, public swimming pools, playgrounds,

1 youth centers, video arcade facilities, or other places primarily
2 used by persons under the age of 18.

3 vii. Defendant shall not affiliate with, own, control,
4 volunteer or be employed in any capacity by a business or
5 organization that causes him/her to regularly contact persons under
6 the age of 18.

7 viii. Defendant shall not affiliate with, own,
8 control, or be employed in any capacity by a business whose principal
9 product is the production or selling of materials depicting or
10 describing "sexually explicit conduct," as defined at 18 U.S.C. §
11 2256(2).

12 ix. Defendant shall not own, use or have access to
13 the services of any commercial mail-receiving agency, nor shall he
14 open or maintain a post office box, without the prior written
15 approval of the Probation Officer.

16 x. Defendant's employment shall be approved by the
17 Probation Officer, and any change in employment must be pre-approved
18 by the Probation Officer. Defendant shall submit the name and
19 address of the proposed employer to the Probation Officer at least
20 ten days prior to any scheduled change.

21 xi. Defendant shall not reside within direct view of
22 school yards, parks, public swimming pools, playgrounds, youth
23 centers, video arcade facilities, or other places primarily used by
24 persons under the age of 18. Defendant's residence shall be approved
25 by the Probation Officer, and any change in residence must be pre-
26 approved by the Probation Officer. Defendant shall submit the
27 address of the proposed residence to the Probation Officer at least
28 ten days prior to any scheduled move.

xii. Defendant shall possess and use only those computers and computer-related devices, screen user names, passwords, email accounts, and internet service providers (ISPs) that have been disclosed to the Probation Officer upon commencement of supervision. Any changes or additions are to be disclosed to the Probation Officer prior to the first use. Computers and computer-related devices include personal computers, personal data assistants (PDAs), internet appliances, electronic games, cellular telephones, and digital storage media, as well as their peripheral equipment, that can access, or can be modified to access, the internet, electronic bulletin boards, and other computers (collectively, "Digital Devices").

xiii. All Digital Devices used by defendant shall be subject to search and seizure. This shall not apply to items used at the employment's site, which are maintained and monitored by the employer.

xiv. Defendant shall possess and use only those Internet Accounts that have been disclosed to, and approved by, the United States Probation and Pretrial Services Office upon commencement of supervision. Any changes or additions to Internet Accounts are to be disclosed to, and approved by, the Probation Officer prior to the first use of same. Disclosure shall include both user names and passwords for all Digital Devices and Internet Accounts. Internet Accounts include, but are not limited to, email accounts, social media accounts, electronic bulletin boards, or other account on the Internet.

xv. After the Probation Officer has given defendant approval to use a particular Digital Device or Internet Account,

1 defendant need not notify the Probation Officer about subsequent use
2 of that particular Digital Device or Internet Account. Defendant
3 shall, however, notify his Probation Officer of any additions to,
4 removals from, or other modifications of the hardware or software on
5 any Digital Device or Internet Account that defendant causes to
6 occur, within one week of that addition, removal or modification.
7 The defendant shall not hide or encrypt files or data without
8 specific prior approval from the Probation Officer.

9 xvi. Defendant shall provide the Probation Officer
10 with all billing records for any service or good relating to any
11 Digital Device or Internet Account, including those for cellular
12 telephone, cable, Internet and satellite services, as requested by
13 the Probation Officer, so that the Probation Officer can verify
14 compliance with these requirements.

15 xvii. Defendant shall comply with the rules and
16 regulations of the Computer Monitoring Program. Defendant shall pay
17 the cost of the Computer Monitoring Program, in an amount not exceed
18 \$32 per month per device connected to the internet.

19 xviii. Defendant shall not possess, or attempt to
20 possess, any materials, whether in hard copy, digital, electronic, or
21 any other form, that depict sexually explicit and/or nude images of
22 children, including any victims of defendant's conduct (the
23 "Victims") and/or that contain personal identifying information,
24 including any access devices and bank/credit card account numbers, of
25 the Victims.

26 xix. Defendant shall not knowingly contact, or attempt
27 to contact, the Victims, or their families, including but not limited
28 to their parents, siblings, other relatives, any spouse or

1 significant other with whom victims may share an intimate
2 relationship, and any children of the Victims (all whether existing
3 now or during the pendency of any term of supervised release, and
4 collectively "the Victims' Families"), directly or indirectly by any
5 means, including but not limited to in person, by mail, telephone,
6 email, text message, or other electronic means, or through a third
7 party;

8 xx. Defendant shall not attempt to locate the Victims
9 or the Victims' Families, or attempt to obtain information concerning
10 the whereabouts, phone numbers, email addresses, or other personal
11 identifiers of the Victims or the Victims' Families;

12 xxi. Defendant shall submit his person, and any
13 property, house, residence, vehicle, papers, Digital Devices,
14 Internet Accounts, and effects to search at any time, with or without
15 warrant, by any law enforcement or Probation Officer with reasonable
16 suspicion concerning a violation of a condition of
17 probation/supervised release or unlawful conduct by defendant, and by
18 any Probation Officer in the lawful discharge of the officer's
19 supervision function.

20 m. Defendant further agrees:

21 i. To forfeit all right, title, and interest in and
22 to any and all monies, properties, and/or assets of any kind, derived
23 from or acquired as a result of, or used to facilitate the commission
24 of, or involved in the illegal activity to which defendant is
25 pleading guilty, including but not limited to the following items
26 seized by law enforcement on December 4, 2023: a Apple iPhone 8 Plus
27 64gb of storage. Serial number: FD4VJ25YJCLN. IMEI:356713086726807
28 (the "Forfeitable Assets").

1 ii. To the Court's entry of an order of forfeiture at
2 or before sentencing with respect to the Forfeitable Assets and to
3 the forfeiture of the assets.

4 iii. To take whatever steps are necessary to pass to
5 the United States clear title to the Forfeitable Assets, including,
6 without limitation, the execution of a consent decree of forfeiture
7 and the completing of any other legal documents required for the
8 transfer of title to the United States.

9 iv. Not to contest any administrative forfeiture
10 proceedings or civil judicial proceedings commenced against the
11 Forfeitable Assets. If defendant submitted a claim and/or petition
12 for remission for all or part of the Forfeitable Assets on behalf of
13 himself or any other individual or entity, defendant shall and hereby
14 does withdraw any such claims or petitions, and further agrees to
15 waive any right he may have to seek remission or mitigation of the
16 forfeiture of the Forfeitable Assets.

17 v. Not to assist any other individual in any effort
18 falsely to contest the forfeiture of the Forfeitable Assets.

19 vi. Not to claim that reasonable cause to seize the
20 Forfeitable Assets was lacking.

21 vii. To prevent the transfer, sale, destruction, or
22 loss of the Forfeitable Assets to the extent defendant has the
23 ability to do so.

24 viii. To fill out and deliver to the USAO a
25 completed financial statement listing defendant's assets on a form
26 provided by the USAO.

ix. That forfeiture of Forfeitable Assets shall not be counted toward satisfaction of any special assessment, fine, restitution, costs, or other penalty the Court may impose.

x. With respect to any criminal forfeiture ordered as a result of this plea agreement, defendant waives: (1) the requirements of Federal Rules of Criminal Procedure 32.2 and 43(a) regarding notice of the forfeiture in the charging instrument, announcements of the forfeiture sentencing, and incorporation of the forfeiture in the judgment; (2) all constitutional and statutory challenges to the forfeiture (including by direct appeal, habeas corpus or any other means); and (3) all constitutional, legal, and equitable defenses to the forfeiture of the Forfeitable Assets in any proceeding on any grounds including, without limitation, that the forfeiture constitutes an excessive fine or punishment. Defendant acknowledges that the forfeiture of the Forfeitable Assets is part of the sentence that may be imposed in this case and waives any failure by the Court to advise defendant of this, pursuant to Federal Rule of Criminal Procedure 11(b)(1)(J), at the time the Court accepts defendant's guilty plea.

THE USAO'S OBLIGATIONS

3. The USAO agrees to:

a. Not contest facts agreed to in this agreement.

b. Abide by all agreements regarding sentencing contained in this agreement.

c. At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, recommend a two-level reduction in the applicable Sentencing Guidelines offense level, pursuant to

1 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
2 additional one-level reduction if available under that section.

3 NATURE OF THE OFFENSES

4 4. Defendant understands that for defendant to be guilty of
5 the crime charged in count 1, that is, Production of Child
6 Pornography, in violation of Title 18, United States Code, Sections
7 2251(a), (e), the following must be true: (1) At the time of the
8 offense, the victim was under the age of 18 years; (2) Defendant
9 employed, used, persuaded, induced, enticed, or coerced the victim to
10 take part in sexually explicit conduct for the purpose of producing
11 a visual depiction of such conduct; and (3) The visual depiction was
12 produced using materials that had been mailed, shipped, or
13 transported across state lines or in foreign commerce OR the visual
14 depiction was mailed or actually transported across state lines or in
15 foreign commerce OR the visual depiction affected interstate
16 commerce.

17 5. Defendant understands that for defendant to be guilty of
18 the crime charged in count 2, that is, Distribution of Child
19 Pornography, in violation of Title 18, United States Code, Section
20 2452A(a)(2)(A), the following must be true: (1) Defendant knowingly
21 distributed matters which the defendant knew contained visual
22 depictions of minors engaged in sexually explicit conduct; (2)
23 Defendant knew each visual depiction contained in the matters showed
24 minors engaged in sexually explicit conduct; (3) Defendant knew that
25 production of such visual depictions involved use of a minor in
26 sexually explicit conduct; and (4) Each visual depiction had been
27 mailed, or shipped/transported, using any means or facility of
28

1 interstate or foreign commerce or in or affecting interstate or
2 foreign commerce, by any means, including by computer.

3 PENALTIES AND RESTITUTION

4 6. Defendant understands that the statutory maximum sentence
5 that the Court can impose for a violation of Title 18, United States
6 Code, Sections 2251(a), (e), is: 30 years imprisonment; a lifetime
7 period of supervised release; a fine of \$250,000 or twice the gross
8 gain or gross loss resulting from the offense, whichever is greatest;
9 and a mandatory special assessment of \$100.

10 7. Defendant understands that the statutory minimum sentence
11 that the Court can impose for a violation of Title 18, United States
12 Code, Sections 2251(a), (e), is: 15 years imprisonment; a five-year
13 period of supervised release; and a mandatory special assessment of
14 \$100.

15 8. Defendant understands that the statutory maximum sentence
16 that the Court can impose for a violation of Title 18, United States
17 Code, Section 2252A(a)(2)(A), is: 20 years' imprisonment; a lifetime
18 period of supervised release; a fine of \$250,000 or twice the gross
19 gain or gross loss resulting from the offense, whichever is greatest;
20 and a mandatory special assessment of \$100.

21 9. Defendant understands that the statutory minimum sentence
22 that the Court can impose for a violation of Title 18, United States
23 Code, Section 2252A(a)(2)(A), is: 5 years imprisonment; a five-year
24 period of supervised release; and a mandatory special assessment of
25 \$100.

26 10. Defendant understands, therefore, that the total maximum
27 sentence for all offenses to which defendant is pleading guilty is:
28 50 years' imprisonment; a lifetime period of supervised release; a

1 fine of \$500,000 or twice the gross gain or gross loss resulting from
2 the offenses, whichever is greatest; and a mandatory special
3 assessment of \$200.

4 11. Defendant understands that, pursuant to the Justice for
5 Victims of Trafficking Act of 2015, the Court shall impose an
6 additional \$5,000 special assessment if the Court concludes that
7 defendant is a non-indigent person, to be paid after defendant's
8 other financial obligations have been satisfied.

9 12. Defendant understands that, pursuant to 18 U.S.C. § 2259A,
10 the Court may impose an additional special assessment of up to
11 \$50,000.

12 13. Defendant understands that defendant will be required to
13 pay full restitution to the victims of the offenses to which
14 defendant is pleading guilty. Defendant agrees that, in return for
15 the USAO's compliance with its obligations under this agreement, the
16 Court may order restitution to persons other than the victim(s) of
17 the offenses to which defendant is pleading guilty and in amounts
18 greater than those alleged in the counts to which defendant is
19 pleading guilty. In particular, defendant agrees that the Court may
20 order restitution to any victim of any of the following for any
21 losses suffered by that victim as a result: (a) any relevant conduct,
22 as defined in U.S.S.G. § 1B1.3, in connection with the offenses to
23 which defendant is pleading guilty; and (b) any counts dismissed and
24 charges not prosecuted pursuant to this agreement as well as all
25 relevant conduct, as defined in U.S.S.G. § 1B1.3, in connection with
26 those counts and charges. The parties currently believe that the
27 applicable amount of restitution is approximately \$25,000, but
28

1 recognize and agree that this amount could change based on facts that
2 come to the attention of the parties prior to sentencing.

3 14. Defendant agrees that any and all fines and/or restitution
4 ordered by the Court will be due immediately. The government is not
5 precluded from pursuing, in excess of any payment schedule set by the
6 Court, any and all available remedies by which to satisfy defendant's
7 payment of the full financial obligation, including referral to the
8 Treasury Offset Program.

9 15. Defendant understands that supervised release is a period
10 of time following imprisonment during which defendant will be subject
11 to various restrictions and requirements. Defendant understands that
12 if defendant violates one or more of the conditions of any supervised
13 release imposed, defendant may be returned to prison for all or part
14 of the term of supervised release authorized by statute for the
15 offense that resulted in the term of supervised release, which could
16 result in defendant serving a total term of imprisonment greater than
17 the statutory maximum stated above.

18 16. Defendant understands that as a condition of supervised
19 release, under Title 18, United States Code, Section 3583(d),
20 defendant will be required to register as a sex offender. Defendant
21 understands that independent of supervised release, he will be
22 subject to federal and state registration requirements, for a
23 possible maximum term of registration up to and including life.
24 Defendant further understands that, under Title 18, United States
25 Code, Section 4042(c), notice will be provided to certain law
26 enforcement agencies upon his release from confinement following
27 conviction.

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18. Defendant understands that, if defendant is not a United States citizen, the felony convictions in this case may subject defendant to: removal, also known as deportation, which may, under some circumstances, be mandatory; denial of citizenship; and denial of admission to the United States in the future. The Court cannot, and defendant's attorney also may not be able to, advise defendant fully regarding the immigration consequences of the felony convictions in this case. Defendant understands that unexpected immigration consequences will not serve as grounds to withdraw defendant's guilty pleas.

FACTUAL BASIS

19. Defendant admits that defendant is, in fact, guilty of the offenses to which defendant is agreeing to plead guilty. Defendant and the USAO agree to the statement of facts provided below and agree that this statement of facts is sufficient to support pleas of guilty

1 to the charges described in this agreement and to establish the
2 Sentencing Guidelines factors set forth in paragraph 21 below but is
3 not meant to be a complete recitation of all facts relevant to the
4 underlying criminal conduct or all facts known to either party that
5 relate to that conduct.

6 Beginning at least on or before July 22, 2023, defendant
7 sexually exploited Minor Victim 1, a then-2-year-old boy ("Minor
8 Victim 1") for the purpose of producing sexually explicit visual
9 depictions. Defendant produced the following videos which constitute
10 Child Sexual Abuse Material ("CSAM") meeting the federal definition
11 of child pornography:

12 a. Video 1: a 28-second video during which defendant rubs
13 his penis against Minor Victim 1's anus and ejaculates on Minor
14 Victim 1's buttocks.

15 b. Video 2: a 13-second video during which Minor Victim
16 1's genitals are exposed while defendant rubs his own penis and taps
17 it against Minor Victim 1's leg.

18 c. Video 3: a 3-second video during which defendant
19 digitally penetrates Minor Victim 1's anus with his fingers, while
20 Minor Victim 1 cries and tries to escape.

21 Following the production of the CSAM depicting Minor Victim 1,
22 on July 22, 2023, defendant distributed the CSAM videos depicting
23 Minor Victim 1 to another individual based in the United Kingdom via
24 the social media platform X (formerly known as Twitter). In his
25 communications via X, defendant stated that the victim was his
26 relative whom he babysits once per week, and stated that he had
27 previously sexually penetrated Minor Victim 1's anus.

28 ///

1 **ADDITIONAL RELEVANT CONDUCT - POSSESSION OF CHILD PORNOGRAPHY**

2 On or about December 4, 2023, defendant possessed approximately
3 472 images and 140 videos of child pornography on his Apple iPhone.

4 **ALL ACTS**

5 Defendant admits that each of the images and videos described
6 above is child pornography as defined by Title 18, United States
7 Code, Section 2256(8) (A).

8 With respect to each of the images and videos described above,
9 defendant admits that he produced, distributed, received and/or
10 stored them on digital devices that had been mailed, shipped, or
11 transported across state lines or in foreign commerce.

12 With respect to each of the images/videos possessed, defendant
13 admits that he knew that they involved minors at the time that he
14 obtained them.

15 Defendant admits that all of the communications and distribution
16 of child pornography described above took place over an electronic
17 communication system or other facility of interstate or foreign
18 commerce.

19 Defendant admits that all of his conduct described above
20 occurred in Los Angeles County, which is located in the Central
21 District of California.

22 **SENTENCING FACTORS**

23 20. Defendant understands that in determining defendant's
24 sentence the Court is required to calculate the applicable Sentencing
25 Guidelines range and to consider that range, possible departures
26 under the Sentencing Guidelines, and the other sentencing factors set
27 forth in 18 U.S.C. § 3553(a). Defendant understands that the
28 Sentencing Guidelines are advisory only, that defendant cannot have

any expectation of receiving a sentence within the calculated Sentencing Guidelines range, and that after considering the Sentencing Guidelines and the other § 3553(a) factors, the Court will be free to exercise its discretion to impose any sentence it finds appropriate between the mandatory minimum and the maximum set by statute for the crimes of conviction.

21. Defendant and the USAO agree to the following applicable Sentencing Guidelines factors:

Base Offense Level:	32	U.S.S.G. § 2G2.1(a)
Minor < 12 Years Old	+4	U.S.S.G. § 2G2.1(b) (1) (A)
Commission of Sexual Act	+2	U.S.S.G. § 2G2.1(b) (2) (A)
Knowing Distribution	+2	U.S.S.G. § 2G2.1(b) (3)
Infant/Toddler	+4	U.S.S.G. § 2G2.1(b) (4) (B)
Relative	+2	U.S.S.G. § 2G2.1(b) (5)
Distribution for Valuable Consideration	+5	U.S.S.G. § 2G2.2(b) (3) (B)
Pattern of Activity	+5	U.S.S.G. § 2G2.2(b) (5)
Use of Computer	+2	U.S.S.G. § 2G2.2(b) (6)
600+ Images	+5	U.S.S.G. § 2G2.2(b) (7) (D)

Defendant and the USAO reserve the right to argue that additional specific offense characteristics, adjustments, and departures under the Sentencing Guidelines are appropriate. **Defendant has discussed with his attorney the potential specific offense characteristics, adjustments, and departures which may be applicable to his case, and agrees that the United States Probation Office may recommend specific offense characteristics, adjustments, and departures in addition to those agreed to in this plea agreement, which will not be a basis for defendant to withdraw from this plea agreement.**

1 22. Defendant understands that there is no agreement as to
2 defendant's criminal history or criminal history category.

3 23. Defendant and the USAO reserve the right to argue for a
4 sentence outside the sentencing range established by the Sentencing
5 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
6 (a)(2), (a)(3), (a)(6), and (a)(7).

7 WAIVER OF CONSTITUTIONAL RIGHTS

8 24. Defendant understands that by pleading guilty, defendant
9 gives up the following rights:

- 10 a. The right to persist in a plea of not guilty.
- 11 b. The right to a speedy and public trial by jury.
- 12 c. The right to be represented by counsel -- and if
13 necessary have the Court appoint counsel -- at trial. Defendant
14 understands, however, that, defendant retains the right to be
15 represented by counsel -- and if necessary have the Court appoint
16 counsel -- at every other stage of the proceeding.
- 17 d. The right to be presumed innocent and to have the
18 burden of proof placed on the government to prove defendant guilty
19 beyond a reasonable doubt.
- 20 e. The right to confront and cross-examine witnesses
21 against defendant.
- 22 f. The right to testify and to present evidence in
23 opposition to the charges, including the right to compel the
24 attendance of witnesses to testify.
- 25 g. The right not to be compelled to testify, and, if
26 defendant chose not to testify or present evidence, to have that
27 choice not be used against defendant.
- 28

1 h. Any and all rights to pursue any affirmative defenses,
2 Fourth Amendment or Fifth Amendment claims, and other pretrial
3 motions that have been filed or could be filed.

4 WAIVER OF RETURN OF DIGITAL DATA

5 25. Understanding that the government has in its possession
6 digital devices and/or digital media seized from defendant, defendant
7 waives any right to the return of digital data contained on those
8 digital devices and/or digital media and agrees that if any of these
9 digital devices and/or digital media are returned to defendant, the
10 government may delete all digital data from those digital devices
11 and/or digital media before they are returned to defendant.

12 WAIVER OF APPEAL OF CONVICTION

13 26. Defendant understands that, with the exception of an appeal
14 based on a claim that defendant's guilty pleas were involuntary, by
15 pleading guilty defendant is waiving and giving up any right to
16 appeal defendant's convictions on the offenses to which defendant is
17 pleading guilty. Defendant understands that this waiver includes,
18 but is not limited to, arguments that the statutes to which defendant
19 is pleading guilty are unconstitutional, and any and all claims that
20 the statement of facts provided herein is insufficient to support
21 defendant's pleas of guilty.

22 LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

23 27. Defendant agrees that, provided the Court imposes a total
24 term of imprisonment on all counts of conviction of no more than 50
25 years, defendant gives up the right to appeal all of the following:
26 (a) the procedures and calculations used to determine and impose any
27 portion of the sentence; (b) the term of imprisonment imposed by the
28 Court; (c) the fine imposed by the Court, provided it is within the

1 statutory maximum; (d) to the extent permitted by law, the
2 constitutionality or legality of defendant's sentence, provided it is
3 within the statutory maximum; (e) the amount and terms of any
4 restitution order, provided it requires payment of no more than
5 \$100,000; (f) the term of probation or supervised release imposed by
6 the Court, provided it is within the statutory maximum; and (g) any
7 of the following conditions of probation or supervised release
8 imposed by the Court: the conditions set forth in Second Amended
9 General Order 20-04 of this Court; the drug testing conditions
10 mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the alcohol and drug
11 use conditions authorized by 18 U.S.C. § 3563(b)(7); and any
12 conditions of probation or supervised release agreed to by defendant
13 in paragraph 2 above.

14 28. The USAO agrees that, provided (a) all portions of the
15 sentence are at or above the statutory minimum and at or below the
16 statutory maximum specified above and (b) the Court imposes a term of
17 imprisonment of no less than 30 years, the USAO gives up its right to
18 appeal any portion of the sentence, with the exception that the USAO
19 reserves the right to appeal the amount of restitution ordered if
20 that amount is less than \$25,000.

21 WAIVER OF APPEAL AND COLLATERAL ATTACK

22 29. Defendant gives up the right to appeal all of the
23 following: (a) the procedures and calculations used to determine and
24 impose any portion of the sentence; (b) the term of imprisonment
25 imposed by the Court, including, to the extent permitted by law, the
26 constitutionality or legality of defendant's sentence, provided it is
27 within the statutory maximum; (c) the fine imposed by the Court,
28 provided it is within the statutory maximum; (d) the amount and terms

1 of any restitution order, provided it requires payment of no more
2 than \$250,000; (e) the term of probation or supervised release
3 imposed by the Court, provided it is within the statutory maximum;
4 and (f) any of the following conditions of probation or supervised
5 release imposed by the Court: the conditions set forth in Second
6 Amended General Order 20-04 of this Court; the drug testing
7 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); the
8 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7);
9 and any conditions of probation or supervised release agreed to by
10 defendant in paragraph 2 above.

11 30. Defendant also gives up any right to bring a post-
12 conviction collateral attack on the convictions or sentence,
13 including any order of restitution, except a post-conviction
14 collateral attack based on a claim of ineffective assistance of
15 counsel, a claim of newly discovered evidence, or an explicitly
16 retroactive change in the applicable Sentencing Guidelines,
17 sentencing statutes, or statutes of conviction. Defendant
18 understands that this waiver includes, but is not limited to,
19 arguments that the statutes to which defendant is pleading guilty are
20 unconstitutional, and any and all claims that the statement of facts
21 provided herein is insufficient to support defendant's pleas of
22 guilty.

23 31. This agreement does not affect in any way the right of the
24 USAO to appeal the sentence imposed by the Court.

25 RESULT OF WITHDRAWAL OF GUILTY PLEA

26 32. Defendant agrees that if, after entering guilty pleas
27 pursuant to this agreement, defendant seeks to withdraw and succeeds
28 in withdrawing defendant's guilty pleas on any basis other than a

1 claim and finding that entry into this plea agreement was
2 involuntary, then (a) the USAO will be relieved of all of its
3 obligations under this agreement; and (b) should the USAO choose to
4 pursue any charge that was either dismissed or not filed as a result
5 of this agreement, then (i) any applicable statute of limitations
6 will be tolled between the date of defendant's signing of this
7 agreement and the filing commencing any such action; and
8 (ii) defendant waives and gives up all defenses based on the statute
9 of limitations, any claim of pre-indictment delay, or any speedy
10 trial claim with respect to any such action, except to the extent
11 that such defenses existed as of the date of defendant's signing this
12 agreement.

13 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

14 33. Defendant agrees that if any count of conviction is
15 vacated, reversed, or set aside, or any enhancement imposed by the
16 Court to which the parties stipulated in this agreement is vacated or
17 set aside, the USAO may: (a) ask the Court to resentence defendant on
18 any remaining counts of conviction, with both the USAO and defendant
19 being released from any stipulations regarding sentencing contained
20 in this agreement, (b) ask the Court to void the entire plea
21 agreement and vacate defendant's guilty pleas on any remaining counts
22 of conviction, with both the USAO and defendant being released from
23 all their obligations under this agreement, or (c) leave defendant's
24 remaining convictions, sentence, and plea agreement intact.
25 Defendant agrees that the choice among these three options rests in
26 the exclusive discretion of the USAO.

1 EFFECTIVE DATE OF AGREEMENT

2 34. This agreement is effective upon signature and execution of
3 all required certifications by defendant, defendant's counsel, and an
4 Assistant United States Attorney.

5 BREACH OF AGREEMENT

6 35. Defendant agrees that if defendant, at any time after the
7 signature of this agreement and execution of all required
8 certifications by defendant, defendant's counsel, and an Assistant
9 United States Attorney, knowingly violates or fails to perform any of
10 defendant's obligations under this agreement ("a breach"), the USAO
11 may declare this agreement breached. All of defendant's obligations
12 are material, a single breach of this agreement is sufficient for the
13 USAO to declare a breach, and defendant shall not be deemed to have
14 cured a breach without the express agreement of the USAO in writing.
15 If the USAO declares this agreement breached, and the Court finds
16 such a breach to have occurred, then: (a) if defendant has previously
17 entered guilty pleas pursuant to this agreement, defendant will not
18 be able to withdraw the guilty pleas, and (b) the USAO will be
19 relieved of all its obligations under this agreement.

20 36. Following the Court's finding of a knowing breach of this
21 agreement by defendant, should the USAO choose to pursue any charge
22 that was either dismissed or not filed as a result of this agreement,
23 then:

24 a. Defendant agrees that any applicable statute of
25 limitations is tolled between the date of defendant's signing of this
26 agreement and the filing commencing any such action.

27 b. Defendant waives and gives up all defenses based on
28 the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the
2 extent that such defenses existed as of the date of defendant's
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by
5 defendant, under oath, at the guilty plea hearing (if such a hearing
6 occurred prior to the breach); (ii) the agreed to factual basis
7 statement in this agreement; and (iii) any evidence derived from such
8 statements, shall be admissible against defendant in any such action
9 against defendant, and defendant waives and gives up any claim under
10 the United States Constitution, any statute, Rule 410 of the Federal
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
12 Procedure, or any other federal rule, that the statements or any
13 evidence derived from the statements should be suppressed or are
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 37. Defendant understands that the Court and the United States
18 Probation and Pretrial Services Office are not parties to this
19 agreement and need not accept any of the USAO's sentencing
20 recommendations or the parties' agreements to facts or sentencing
21 factors.

22 38. Defendant understands that both defendant and the USAO are
23 free to: (a) supplement the facts by supplying relevant information
24 to the United States Probation and Pretrial Services Office and the
25 Court, (b) correct any and all factual misstatements relating to the
26 Court's Sentencing Guidelines calculations and determination of
27 sentence, and (c) argue on appeal and collateral review that the
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to
2 maintain its view that the calculations in paragraph 21 are
3 consistent with the facts of this case. While this paragraph permits
4 both the USAO and defendant to submit full and complete factual
5 information to the United States Probation and Pretrial Services
6 Office and the Court, even if that factual information may be viewed
7 as inconsistent with the facts agreed to in this agreement, this
8 paragraph does not affect defendant's and the USAO's obligations not
9 to contest the facts agreed to in this agreement.

10 39. Defendant understands that even if the Court ignores any
11 sentencing recommendation, finds facts or reaches conclusions
12 different from those agreed to, and/or imposes any sentence up to the
13 maximum established by statute, defendant cannot, for that reason,
14 withdraw defendant's guilty pleas, and defendant will remain bound to
15 fulfill all defendant's obligations under this agreement. Defendant
16 understands that no one -- not the prosecutor, defendant's attorney,
17 or the Court -- can make a binding prediction or promise regarding
18 the sentence defendant will receive, except that it will be between
19 the statutory mandatory minimum and the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 40. Defendant understands that, except as set forth herein,
22 there are no promises, understandings, or agreements between the USAO
23 and defendant or defendant's attorney, and that no additional
24 promise, understanding, or agreement may be entered into unless in a
25 writing signed by all parties or on the record in court.
26
27
28

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

41. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney

Damaris Diaz

7/30/24

DAMARIS DIAZ
AMY POMERANTZ
Assistant United States Attorney

Date

David Perez

7-29-2024

DAVID LISANDRO PEREZ FIGUEROA
Defendant

Date

/s/Mario Tafur

7-29-2024

MARIO P. TAFUR
Attorney for Defendant
DAVID LISANDRO PEREZ FIGUEROA

Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or

1 representations of any kind have been made to me other than those
 2 contained in this agreement. No one has threatened or forced me in
 3 any way to enter into this agreement. I am satisfied with the
 4 representation of my attorney in this matter, and I am pleading
 5 guilty because I am guilty of the charges and wish to take advantage
 6 of the promises set forth in this agreement, and not for any other
 7 reason.

8 David Perez
 9 DAVID LISANDRO PEREZ FIGUEROA
 10 Defendant

7-29-2024
 Date

11 CERTIFICATION OF DEFENDANT'S ATTORNEY

12 I am DAVID LISANDRO PEREZ FIGUEROA's attorney. I have carefully
 13 and thoroughly discussed every part of this agreement with my client.
 14 Further, I have fully advised my client of his rights, of possible
 15 pretrial motions that might be filed, of possible defenses that might
 16 be asserted either prior to or at trial, of the sentencing factors
 17 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
 18 provisions, and of the consequences of entering into this agreement.
 19 To my knowledge: no promises, inducements, or representations of any
 20 kind have been made to my client other than those contained in this
 21 agreement; no one has threatened or forced my client in any way to
 22 enter into this agreement; my client's decision to enter into this
 23 agreement is an informed and voluntary one; and the factual basis set
 24 forth in this agreement is sufficient to support my client's entry of
 25 guilty pleas pursuant to this agreement.

26 /s/Mario Tafur
 27 MARIO P. TAFUR
 28 Attorney for Defendant
 DAVID LISANDRO PEREZ FIGUEROA

7-29-2024
 Date